

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7448661

**Bid/RFP Title:** MACKAL FIELD HOUSE FLOORING REPLACEMENT, URI (144 PGS)

**Opening Date & Time:** 6/16/2011 1:45 PM

**RIVIP Vendor ID #:** 65000

**Vendor Name:** Athletic Surfaces Inc.

**Address:** 599 North Ave.  
Door 6  
Wakefield, MA 01880  
USA

**Telephone:** (781) 213-5488

**Fax:** (781) 213-5499

**E-Mail:** rob@athleticsurfacesinc.com

**Contact Person:** Rob Belkner

**Title:** General Manager

**R.I. Foreign Corp #:**

**\*\*\*NOTICE TO VENDORS\*\*\***

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RIDOT Highway and Bridge Construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

**Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.**

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

**2.1B. RIVIP SOLICITATIONS.** To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

**2.2. PRICING.** Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

**2.3. DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

**2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.**

**2.4.1 Prevailing Wage and OSHA Safety Training Requirements.** The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

**2.4.2 (a) Apprenticeship.** Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

**2.4.2(b)** In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

**2.5. PUBLIC RECORDS.** Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3 - AWARD DETERMINATION**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

**3.1. BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**3.2. SPECIFICATIONS.** Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### **SECTION 4 – CONTRACT PROVISIONS**

**4.1. VENDOR AUTHORIZATION TO PROCEED.**

**4.1A.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

**4.1B.** Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

**4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

**4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**4.3. EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

**Revised: 3/21/11**

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. NEW REQUIREMENT\* - IMPORTANT!!! I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases". It is further understood that any bid or proposal in excess of One million Dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "Rules, Regulations and General Conditions of Purchases" §12.102.05 (Preparation of Proposal), as adopted on December 15, 2010 and January 11, 2011.

For further information, please see R.I. Gen. Laws § 37-2-18 and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

J. Robert Belkner, Jr.  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date June 14, 2011

J. Robert Belkner, Jr. - General Manager / Director

Print Name and Title of company official signing offer  
Revised: 3/21/11

## DOCUMENT 00410 - BID FORM

Date: June 16, 2011

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: Mackal Field House  
Flooring Replacement Project  
University of Rhode Island  
Kingston, RI

Submitted by: Athletic Surfaces, Inc.  
(include address, 599 North Ave. Unit #6  
tel. & FAX nos.) Wakefield, Ma 01880  
Tel: 781-213-5488/Fax: 781-213-5499

## 1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Lamborghini/ Feibelman Ltd. , Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One Million Four Hundred Forty-Three (\$ 1,443,454.)  
(written, and Thousand Four Hundred Fifty-Four numerically) 100

We have included the specified Contingency Allowance Allowance from Section 01200 in Division 1 of the Specifications, in the above Bid Sum.

Contingency Allowance: \$ 100,000.

We propose to modify the above Bid Sum by the following amounts as identified by a numbered Alternatives specified in Division 1 of the Specifications, and as may be selected by the Owner:

Alternative No. 1 add – Work at Fitness Area: \$ 124,980.

Alternative No. 2 add Maintenance Machines: \$ 87,786.

We propose the following Unit Prices (Add or Deduct) for authorized variations from the Contract Documents to specific portions of the Work as listed:

**URI/ Mackal Field House****Flooring Replacement Project**

ITEMS DESCRIBED	UNIT DESCRIPTION	UNIT VALUE (Fill in)
Unit Price #1 - (Section 024119 Selective Structure Demolition) Removal of poured flooring	Pound of poured flooring	\$ <u>0.50</u>
Unit Price #2 - (Section 096566 Resilient Athletic Flooring) Leveling Fill	Square Yard of 1/8" thick leveling fill	\$ <u>8.50</u>

We have included, the required Bid security as required by the Invitation to Bid.

By offering this Bid, we attest that the prime contractor submitting this bid is an Athletic Flooring Installation Contractor approved by Mondo America Inc. to install Mondo athletic flooring products.

**2. ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from the Rhode Island State Division of Purchases.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**3. CONTRACT TIME**

If this Bid is accepted, we will respect the start and completion dates outlined below, assuming a Purchase Order issue no later than June 15, 2011.

Start onsite construction activities	August 5, 2011
Complete removals operations	August 26, 2011
Substantial Completion	September 23, 2011
Final Completion	September 30, 2011

## 4. LIQUIDATED DAMAGES - TIME IS OF THE ESSENCE

If we fail to achieve certification of Substantial Completion or Final Completion at the expiration of the agreed upon Contract Times indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, and/or Final Completion, as follows:

Substantial Completion:	\$500 per calendar day.
Final Completion – Close Out:	\$ 500 per calendar day.

## 5. ADDENDA

The following Addenda have been received, and inserted into the Project Manual where as indicated in Document 00010 – Table of Contents. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 5/17/11.

Addendum No. 2, dated 5/31/11 etc.  
Addendum No. 3, dated 6/3/11

## 6. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 34585.

## 7. BID FORM SIGNATURE(S)

J. Robert Belkner  
(Bidder's name)

By: J. Robert Belkner

Title: General Manager/Director

Corporate Seal: Signed under corporate seal.

END OF DOCUMENT

## DOCUMENT 00430 - BID SECURITY FORM

Know all men by these presents, that we (insert name and address or legal title of Contractor)

Athletic Surfaces, Inc. 599 North Avenue, Unit 6, Wakefield, MA 01880

as Principal, hereinafter called the Principal, and (insert name and address or legal title of surety)

The Ohio Casualty Insurance Company  
20 Riverside Road, Mail Stop 03AN  
Weston, MA 02493

a corporation duly organized under the laws of the State of OHIO  
as Surety, herinafter called the Surety, are held and firmly bound unto the State of Rhode Island Board of  
Governors of Higher Education, 80 Washington Street, Providence, RI 02903 as Obligee, hereinafter called the  
Obligee, in the sum of Five Percent of Attached Bid -----5%-----  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for (insert full name, address and description of project)

Mackal Field House Flooring Replacement  
URI - Kingston, Rhode Island

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in  
the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the  
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the  
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger  
amount for which the Obligee may in good faith contract with another party to perform the Work covered by said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of June, 2011.  
Athletic Surfaces, Inc.

Principal

[Signature]  
Witness

[Signature]  
Witness

President  
Title

The Ohio Casualty Insurance Company

Surety

[Signature]  
Title  
Ellen J. Young  
Attorney-in-fact

END OF DOCUMENT

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 39-644

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Frank England, Frank J. Smith, Donna M. Robie, Ellen J. Young, Christina D. Hickey, Paul C. Cook, Jr., William J. Dobbins, Jr., Eileen M. Ryan or Ellen M. Dolan of Natick, Massachusetts its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 3rd day of November, 2006.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 3rd day of November, 2006 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 16th day of June 2011



*Mark E. Schmidt*

Assistant Secretary

## DOCUMENT 00450 - BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of Rhode Island Board of Governor's for Higher Education

ADDRESS: 80 Washington Street, Providence, RI 02903

SUBMITTED BY: J. Robert Belkner

NAME: Athletic Surfaces Inc ☒ Corporation

ADDRESS: 599 North Ave Unit 4 ☐ Partnership  
Wakefield, MA 01880 ☐ Individual

PRINCIPAL OFFICE:

Same

☐ Joint Venture

☐ Other

NAME OF PROJECT:

URI/ Mackal Field House

TYPE OF WORK (file separate form for each classification of work)

☒ General Construction

☐ HVAC

☐ Plumbing

☐ Electrical

☐ Other (please specify)

1. ORGANIZATION

1.1 How many years has your organization been in business as an Athletic Flooring Contractor? 5

1.2 How many years has your organization been in business under its present name? 5

1.2.1 Under what other or former names has your organization operated? N/A

1.3 If your organization is a corporation, answer the following:

Lamborghini/Feibelman Ltd.  
February 15, 2011

BIDDER'S QUALIFICATION FORM  
00450-1

- 1.3.1 Date of incorporation: 9-1-2004  
1.3.2 State of incorporation: MA  
1.3.3 President's name: Frank J. Roberts  
1.3.4 Vice-president's name(s):

- 1.3.5 Secretary's name: Diana Roberts  
1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:  
1.4.2 Type of partnership(if applicable):  
1.4.3 Name(s) of general partners:

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:  
1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable: MASS 20-5575482  
RI 34585, CT, ME, NH, VT Flooring  
2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Resilient Flooring

3.2 Claims and suits. (If the answer to any of the questions below is YES, please attach details)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? *NO*

3.3 Within the last 5 years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details). *NO*

3.4 On a separate sheet, list major Athletic Flooring construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. *See Attached*

3.4.1 State total worth of work in progress and under contract.

*\$ 230,900.<sup>00</sup>*

3.5 On a separate sheet, list the major athletic flooring projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. *See attached*

3.5.1 State average annual amount of construction work performed during the past 5 years.

*\$1.8 Million*

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. *See Attached Resume*

#### 4. REFERENCES

4.1 Trade References: *978-463-5820*  
*F.J. Roberts Floors, Inc, Newburyport, MA*  
*Horner Flooring Co, Dollar Bay, ME 800-380-0119*  
*Hondo America, Laval, Quebec, Canada*  
*450-967-5806*

4.2 Bank References:

*The Savings Bank, Wakefield, MA 01880-781-224-5451*

4.3 Surety: *The Ohio Casualty Insurance Company*

4.3.1 Name of bonding company: *The Ohio Casualty Insurance Company*

4.3.2 Name and address of agent: *Eastern Insurance Group*  
*Natick, MA 01760*  
*508-620-3421*

#### 5. FINANCING

## 3.4

## JOBS IN PROGRESS

PROJECT	NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	PERCENTAGE COMPLETE	SCHEDULED COMPLETION DATE
West Bay YMCA	Locker Room Flooring	West Bay YMCA	Wayne John Jaques	\$ 12,000.00	80%	6/15/2011
Providence College	Weight Room Flooring	Providence College	N/A	\$ 5,500.00	27%	6/30/2011
Andover High School	Running Track	Andover High School	N/A	\$ 28,500.00	52%	7/15/2011
Newport Navy Base	Weight Room Flooring	Newport Navy Base	Studio Z Architect	\$ 55,000.00	30%	7/1/2011
Brewster Academy	Running Track	Brewster Academy	N/A	\$ 129,900.00	26%	8/1/2011

## 3.5

## JOBS PAST FIVE YEARS

NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	DATE OF COMPLETION	PERCENTAGE OF COST OF WORK COMPLETED BY OWN FORCES
Sacred Heart University	Sacred Heart University	N/A	\$ 133,140.00	5/17/2007	0%
Weston High School	Town of Weston	Dore-Whittier	\$ 117,500.00	6/8/2007	100%
Providence College	Providence College	N/A	\$ 194,300.00	11/28/2007	100%
Springfield College	Springfield College	Dilullo Associates	\$ 405,791.00	11/28/2007	30%
Immaculate Conception	Immaculate Conception	N/A	\$ 101,137.00	2/19/2008	100%
UNH Field House	University of N.H.	N/A	\$ 315,947.00	9/22/2008	100%
Bates College	Bates College	N/A	\$ 608,783.00	11/24/2008	30%
Bowdoin College	Bowdoin College	Cambridge Seven	\$ 132,710.00	6/3/2009	100%
North Attleboro H.S.	Town of N. Attleboro	CBI Consulting	\$ 109,000.00	7/27/2009	100%
Norwich University	Norwich University	N/A	\$ 578,678.00	9/28/2009	100%
Brandeis University	Brandeis University	N/A	\$ 646,000.00	12/1/2010	0%
Stonehill College	Stonehill College	N/A	\$ 552,050.00	12/1/2010	100%

## **SUMMARY OF QUALIFICATIONS**

- Eight years of experience managing all aspects of a fast-paced, successful commercial flooring business
- Five years of experience with an industry-leading, environmental consulting firm
- Experience leading/managing personnel in team oriented environments
- Demonstrated success in building and sustaining client relationships
- Experience performing statistical and economic analysis of federal environmental regulations
- Solid understanding of statistical and environmental economic theory and their application to problem solving
- Strong research, quantitative and econometric analysis skills
- Excellent understanding of data management and presentation
- Excellent interpersonal, oral and written abilities
- Strong computer and programming skills
- Proven ability to perform multiple work assignments with a history of working well under pressure

## **PROFESSIONAL EXPERIENCE**

*F.J. Roberts Floors and Athletic Surfaces Inc., Wakefield, MA*  
*Vice President, 3/03 – Present*

- Oversee administrative and field labor forces of up to 20 workers
- Manage and estimate costs of large scale commercial flooring projects
- Responsible for resource budgeting, accounts payables, and accounts receivables
- Coordinate and implement new business development practices and contract negotiations
- Review and respond to public and private sector RFPs
- Review and create contracts

*Abt Associates Inc., Cambridge, MA (Environment Area)*  
*Senior Economic Analyst, 5/98 – 3/03*

- Managed projects for the U.S. Environmental Protection Agency and private sector clients which included economic modeling and risk analysis
- Conducted economic impact and cost-benefit analyses for federal environmental regulations on climate change, carbon emissions, lead-based paint and toxic release issues
- Performed survey design, implementation and results analysis
- Conducted industry profiles on the changing economic environment, general trends in research and development, and current and future environmental regulatory requirements

*University of Massachusetts at Amherst, Amherst, MA (Department of Resource Economics)*  
*Graduate Research and Teaching Assistant, '95 – '98*

- Conducted a comprehensive study for the U.S. Department of Agriculture that used conjoint analysis and contingent valuation survey methods to determine the key attributes of, and public willingness to pay for, ecosystem management. Scope of work included research methodology design, consumer focus groups, survey design and implementation, data analysis, and report preparation/presentation to client.
- Instructed 300 level statistics class and advised undergraduate students in other related topics such as quantitative analysis, economic theory and SAS programming

## **SOFTWARE KNOWLEDGE**

SAS, Microsoft Office, Arc Info, Java, Dreamweaver, HTML, QuickBooks

## **EDUCATION**

M.S., Natural Resource Economics, University of Massachusetts at Amherst, Amherst, MA, 1998

- Curriculum included environmental economic theory, advanced quantitative methods and econometric analysis
- Thesis consisted of a statistical comparison of conjoint analysis and contingent valuation survey methods in regard to the valuation of ecosystem management

B.S., Resource Economics, University of Massachusetts at Amherst, Amherst, MA, 1994

## **HONORS**

Teaching Assistant Fellowship, University of Massachusetts at Amherst  
Cum Laud, University of Massachusetts at Amherst  
Dean's List, University of Massachusetts at Amherst

## **PUBLICATIONS**

J.R. Belkner, Jr. et al. Comparison of Contingent Valuation and Conjoint Analysis in Ecosystem Management, *Ecological Economics*, 32 (2000) 63-74

## **INTERESTS**

Hiking, Rock Climbing, Fishing, Biking, Marathon Running and Reading

## 5.1 Financial Statement

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: *See attached*

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net fixed assets;

Other assets;

Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

*Sullivan, Dixon & Co. P.C.  
59 Lowell Way, Suite 402  
Lowell, MA 01851*

- 5.1.3 Is the attached financial statement for the identical organization named on Page 1?

*Yes, see attached*

- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? *yes*

## 6. SIGNATURE

- 6.1 Dated at this *14th* day of *June, 2011*

Name of Organization: *Athletic Surfaces, Inc.*

By: *J. Robert Bellus*

Title: *General Manager / Director*

6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 14<sup>th</sup> day of June, 2011

Notary Public: Maria Elaine Angelone

My Commission Expires: 1/20/2017

END OF DOCUMENT